

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGE 1 4	
2. AMENDMENT/MODIFICATION NO. 0126		3. EFFECTIVE DATE 07/28/2015		4. REQUISITION/PURCHASE REQ. NO. 15EM002174	
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352		CODE 00603		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ADVANCED TECHNOLOGIES AND LABORATORIES (ATL) Attn: JOU HWANG 555 QUINCE ORCHARD ROAD, SUITE 500 GAITHERSBURG MD 208781437		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-10RV15051	
				10B. DATED (SEE ITEM 13) 11/20/2009	
CODE 827013467		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Net Increase: \$1,000,000.00  
ORP-14 FY15 Funding

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is obligate incremental funds and correct the accounting and appropriation information under CLIN 10 for modification 125. See continuation pages for further detail.

Payment:

OR for ORP

U.S. Department of Energy

Oak Ridge Financial Service Center

P.O. Box 4307

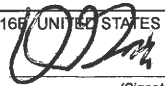
Oak Ridge TN 37831

Fund: 01250 Appr Year: 2015 Allottee: 34 Report

Entity: 421301 Object Class: 25422 Program:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David R. Garcia	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 07/29/2015

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC27-10RV15051/0126PAGE  
2OF  
4

NAME OF OFFEROR OR CONTRACTOR

ADVANCED TECHNOLOGIES AND LABORATORIES (ATL) INTERNATIONAL,

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	1110909 Project: 0001481 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 01/03/2010 to 08/31/2015				

**14. Description of Amendment/Modification Continued:**

- Section B.1, Type of Contract – Items Being Acquired, is revised to increase the obligated funds for Contract Line Item (CLIN) 11. CLIN 11 is increased by \$1,000,000.00, from \$0.00 to \$1,000,000.00. The total obligated funds is changed from \$68,824,229.27 to \$69,824,229.27. The change is as follows:

**FROM:**

TOTAL FUNDS OBLIGATED			
CLIN Number	Description	Estimated Cost	Funds Obligated
1	Contract Transition	\$99,214.53	\$99,214.53
2	Analytical Services & Testing	\$23,862,646.20	\$ 22,282,996.39
3	Analytical Services & Testing	\$12,846, 763.23	\$12,969,651.69
4	Analytical Services & Testing	\$13,324,325.55	\$12,117,800.00
5	Analytical Services & Testing	\$12,351,009.12	\$11,784,500.00
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$5,211,754.60
7	Analytical Services & Testing	\$ 2,966,717.83	\$3,120,000.00
8	Analytical Services & Testing	\$1,008,732.14	\$123,312.06
9	Analytical Services & Testing	\$1,022,954.72	\$1,035,000.00
10	Analytical Services & Testing	\$1,034,804.81	\$80,000.00
11	Analytical Services & Testing	\$1,832,693.12	\$0
TOTAL		\$73,668,937.78	\$ 68,824,229.27

**TO:**

TOTAL FUNDS OBLIGATED			
CLIN Number	Description	Estimated Cost	Funds Obligated
1	Contract Transition	\$99,214.53	\$99,214.53
2	Analytical Services & Testing	\$23,862,646.20	\$ 22,282,996.39
3	Analytical Services & Testing	\$12,846, 763.23	\$12,969,651.69
4	Analytical Services & Testing	\$13,324,325.55	\$12,117,800.00
5	Analytical Services & Testing	\$12,351,009.12	\$11,784,500.00
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$5,211,754.60
7	Analytical Services & Testing	\$ 2,966,717.83	\$3,120,000.00
8	Analytical Services & Testing	\$1,008,732.14	\$123,312.06
9	Analytical Services & Testing	\$1,022,954.72	\$1,035,000.00
10	Analytical Services & Testing	\$1,034,804.81	\$80,000.00

11	Analytical Services & Testing	\$1,832,693.12	\$1,000,000.00
TOTAL		\$75,501,630.90	\$ 69,824,229.27

\*Funds obligated are reflected differently in STRIPES for CLINs 2 and 4 due to error on modification 082 however the total amount of obligated funds for the contract are the same. Estimated Costs on the table exclude estimated fee.

- Corrected the Total Funds Obligated table in Contract Section B, *Supplies or Services and Prices/Costs*, to correct Total Estimated Cost from \$73,668,937.78 to \$75,501,630.90 as shown in the tables above.
- Update the table in Contract Section B, *Supplies or Services and Prices/Costs*, B.1(j), Funds Obligated to CLIN 10, *Contract Extension Option Period III*, to correct the accounting and appropriation data for modification 125. The change is as follows:

**FROM:**

Modification No.	Accounting and Appropriation Data	Obligation Amount*
125	01250 2015 34 421601 25422 1111549 0001481 0000000 0000000	\$80,000.00
Total		\$ 80,000.00

**TO:**

Modification No.	Accounting and Appropriation Data	Obligation Amount*
125	01250 2015 34 421601 25102 1111549 0001520 0000000 0421399	\$80,000.00
Total		\$ 80,000.00

- Update the table in Contract Section B, *Supplies or Services and Prices/Costs*, B.1(k), Funds Obligated to CLIN 11, *Contract Extension*, to increase the obligated funds in the amount of \$1,000,000.00. The change is as follows:

**FROM:**

Modification No.	Accounting and Appropriation Data	Obligation Amount*
		\$
Total		\$

**TO:**

Modification No.	Accounting and Appropriation Data	Obligation Amount*
126	01250 2015 34 421301 25422 1110909 0001481 0000000 0000000	\$1,000,000.00
Total		\$1,000,000.00

All other terms and conditions remain unchanged.

**Attachment**  
**DE-AC27-10RV15051**  
**MODIFICATION 126**

**Replacement Pages**  
**(Total: 5, including this Cover Page)**

- Section B, Type of Contract – Items Being Acquired, Pages B-1, B-2, B-13 and B-14

**SECTION B****SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED**

This is a cost-plus-award-fee type contract for analytical services and testing at the 222-S Laboratory on the Hanford Site. The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement. The total performance period includes a ninety (90) day transition period, two-year base period, three (3) 1-year option periods, three (3)-month base period extension, and three (3) 1-month extension option periods as shown below in the following individual Contract Line Items (CLINs):

TOTAL ESTIMATED CONTRACT COST			
CLIN Number	Description	Estimated Cost	Estimated Fee
1	Contract Transition	\$99,214.53	N/A
2	Analytical Services & Testing	\$23,862,646.20	\$1,730,762.28
3	Analytical Services & Testing	\$12,846,763.23	\$929,161.06
4	Analytical Services & Testing	\$13,324,325.55	\$961,635.30
5	Analytical Services & Testing	\$12,351,009.12	\$895,449.78
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$334,374.00
7	Analytical Services & Testing	\$2,966,717.83	\$222,503.84
8	Analytical Services & Testing	\$1,008,732.14	\$75,654.91
9	Analytical Services & Testing	\$1,022,954.72	\$76,721.60
10	Analytical Services & Testing	\$1,034,804.81	\$77,610.36
11	Analytical Services & Testing	\$1,832,693.12	\$137,451.99
TOTAL		\$ 75,501,630.90	\$ 5,441,325.12
TECC (ESTIMATED COST & ESTIMATED FEE)		\$ 80,942,956.02	

TOTAL FUNDS OBLIGATED			
CLIN Number	Description	Estimated Cost	Funds Obligated
1	Contract Transition	\$99,214.53	\$99,214.53
2	Analytical Services & Testing	\$23,862,646.20	\$ 22,282,996.39
3	Analytical Services & Testing	\$12,846, 763.23	\$12,969,651.69
4	Analytical Services & Testing	\$13,324,325.55	\$12,117,800.00
5	Analytical Services & Testing	\$12,351,009.12	\$11,784,500.00

6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$5,211,754.60
7	Analytical Services & Testing	\$ 2,966,717.83	\$3,120,000.00
8	Analytical Services & Testing	\$1,008,732.14	\$123,312.06
9	Analytical Services & Testing	\$1,022,954.72	\$1,035,000.00
10	Analytical Services & Testing	\$1,034,804.81	\$80,000.00
11	Analytical Services & Testing	\$1,832,693.12	\$1,000,000.00
TOTAL		\$75,501,630.90	\$ 69,824,229.27

**CONTRACT TRANSITION:**

CLIN Number	Description	Estimated Cost
1	Contract Transition	\$99,214.53

**CLIN 01 Description:**

The performance of CLIN 01 includes the total estimated costs for the contract transition period stated in Section F.1. There is no base or award fee available for this CLIN.

**Funds Obligated to CLIN 01:**

Modification No	Accounting and Appropriation Data	Obligated Amount*
N/A	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$99,214.53

\* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 01 value is estimated to be no more than \$99,214.53. The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

**(b) BASE PERIOD:**

CLIN Number	Description	Estimated Cost
2	Analytical Services & Testing	\$23,862,646.20

**CLIN 02 Description:**

The performance of CLIN 02 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$1,730,762.28. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral

(j) **CONTRACT EXTENSION OPTION PERIOD III**

CLIN Number	Description	Estimated Cost
10	Analytical Services & Testing	\$1,034,804.81

**CLIN 10 Description:**

The performance of CLIN 10 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$77,610.36. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

**Funds Obligated to CLIN 10:**

Modification No.	Accounting and Appropriation Data	Obligation Amount*
125	01250 2015 34 421601 25102 1111549 0001520 0000000 0421399	\$80,000.00
Total		\$ 80,000.00

\* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 10 value is estimated to be no more than \$ 1,112,415.17 (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through July 2, 2015.

The contractor shall not incur any costs in excess of this amount.

(k) **CONTRACT EXTENSION**

CLIN Number	Description	Estimated Cost
11	Analytical Services & Testing	\$1,832,693.12



CLIN 11 Description:

The performance of CLIN 11 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$137,451.99. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 11:

Modification No.	Accounting and Appropriation Data	Obligation Amount*
126	01250 2015 34 421301 25422 1110909 0001481 0000000 0000000	\$1,000,000.00
Total		\$1,000,000.00

\* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 11 value is estimated to be no more than \$ 1,970,145.11 (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through August 31, 2015.

The contractor shall not incur any costs in excess of this amount.

## **B.2 DEAR 952.223-77 - CONDITIONAL PAYMENT OF FEE, PROFIT, OR INCENTIVE (JAN 2004)**

### **(a) General.**

(1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the contractor's compliance with the terms and conditions of this contract relating to the protection of worker safety and health (WS&H), including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."